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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

VOL. LXXV **Saturday, May 30, 1931.** No. 22

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Current Topics.

Archbishop on the Bench.

THE BENEFICES (Ecclesiastical Duties) Measure, 1926, has provided several commissions of inquiry, but so far only one appeal—that which caused the ARCHBISHOP OF CANTERBURY to sit for two days in company with Mr. Justice TALBOT last week to determine the appeal by the Norfolk incumbent who had been "inhibited" by the Bishop of Norwich upon the findings of a commission of inquiry into the alleged inadequate performance of the appellant's duties as incumbent. Apart from the picturesque "setting" of the court—the Archbishop being robed in white rochet and hood (*not*, we believe, as stated by the lay press, in "Convocation" robes), there was nothing to mark the proceedings from those in any other case before two judges. There was, however, the taking of evidence—the appeal being in reality a re-hearing such as we associate with appeals at quarter sessions from a conviction by justices. The duties assigned to the Archbishop and the High Court Judge respectively are clearly defined by the statute. The latter finds the facts and decides any questions of law which may arise; the Archbishop (who is technically presiding over the court) gives judgment upon the findings of his colleague.

The Grand Jury dying in America.

"IF THE new criminal code of the American Law Institute is widely adopted by the American States, the venerable institution known as the grand inquest of the county will be further relegated to the realm of obsolete institutions. In twenty-four states it is now possible, with minor exceptions, to initiate prosecutions for major offences by an information filed under the authority of the prosecuting official without the action of a grand jury. The grand jury is retained, but in practice it is used only for extraordinary purposes, the information being used for the great majority of prosecutions." So opens an article in the *American Bar Association Journal*. In the vigorous language of its author, "it has been a commonly conceded fact that in the vast majority of cases the grand jury is a mere rubber stamp for the prosecutor." The proposal in 1925 to abolish grand juries in this country at quarter sessions was defeated on a free vote of the House of Commons, and the useful provision already existing to enable the grand jury to be dispensed with when the accused chose to plead guilty on committal for trial was rendered largely inoperative by the refusal to enact a clause which empowered justices to ask him whether he did wish to plead guilty or not. We are always talking of economy in the administration of justice, but concrete proposals directed to that end fare badly. The grand jury is an anachronism and ought to go.

Canvey Island Tithe Dispute.

ONCE AGAIN the lay press is giving wide publicity to the question of tithes and their collection—though it was generally understood that this recurrent subject of controversy had been finally disposed of by the settlement two or three years ago under which the Governors of Queen Anne's Bounty had taken over the whole business on behalf of the clergy. The trouble at Canvey Island seems to be that an estate of some 100 acres subject to tithe fell into the hands of builders, who cut it up into sites and erected bungalows. These having been sold to purchasers, who did not look as closely into their liabilities as they should have done, a difficulty arose in regard to the tithe collection—there having been no re-apportionment. The tithe-owners' agents being faced with the prospect of having to collect their tithe from a large number of persons, from each of whom only a trifling amount was due, proceeded to recover against one individual in accordance with the statute, which makes each tithe-payer responsible for the whole amount of an unapportioned tithe rent-charge. The particular individual sued did not appear in court to state his case, but allowed the matter to drift until the bailiffs appeared. Doubtless by this time an arrangement has been effected; but the occurrence should act as a warning to people who contemplate the purchase of a bungalow. The whole trouble which fell upon the unfortunate occupant of the bungalow (which was the only bungalow, apparently, into which the county court bailiffs could obtain admission!) would have been avoided by a timely application to the Minister of Agriculture for a re-apportionment.

"Relieving Posterity."

THE MAYOR OF BOSTON is stated to have arranged that, after his death, his estate shall accumulate until the year 2131, when, with all arrears of interest, it will be available for the relief of poverty, to the amount of approximately £9,000,000. Even persons not learned in the law are now generally aware that the idea of accumulating money for a very long period in order to establish a colossal fortune at the end of it occurred to Mr. PETER THELLUSSON well over 200 years ago, and the alarm occasioned by his will to this effect resulted in the statute known as the Thellusson Act. So far as his vast fortune was a menace to the community, the legal profession came to the rescue, and the expenses of litigation on this curious document reduced that menace to reasonable proportions. The worthy Mayor was also anticipated by a citizen of Chicago, who, a few years ago, deposited (or offered to deposit) a dollar in a local bank, with instructions that it should accumulate for 500 years at £3 per cent. compound interest, and then be paid to his estate, a matter on which we commented at the time, see 71 SOL. J. 716. Mr. THELLUSSON wished to enrich his own right heir, and the Chicagoan may have the same desire, but the Mayor's object is charitable. If there is an Accumulations Act in Massachusetts, as in most of the American States, the direction to accumulate would be void after twenty-one years or other the statutory period. The trustees might, of course, continue voluntarily to accumulate in deference to their testator's wishes, but in England presumably the Attorney-General or the Charity Commissioners would get wind of the matter, and a judge would surely direct a scheme *cy-près* for the immediate application of income—unless, of course, the trust was held altogether void, as benefiting a class which had not come into existence, and indeed, might never do so, for there might be no poor people in Boston 200 years hence.

In our previous note we quoted the story of the bright little boy who asked his aunt for a half-crown advance on the £1,000 legacy she promised him, and it still seems apposite.

Rights on Collecting Evidence.

THE OBSERVATIONS of BATESON, J., as to fees paid to the proprietors of hotels by solicitors collecting evidence in stereotype divorce cases, are of some general interest, for a similar point might arise on any other matter. The solicitors in the case before him, presumably furnished by the petitioner wife, their client, with the conventional hotel bill, desired to obtain the proper evidence behind it to enable her to have her decree. This evidence would be supplied by the servants of the hotel and was essential to the success of the petition. It was thus necessary to find out who could give it, and necessary, or at least extremely desirable, to take proofs from such persons. Perhaps the hotel bill might on the face of it show the room hired by the husband in the essential step to his freedom, but the solicitors could hardly know the identity of the servant attending it, or have access to her during business hours, without the goodwill of the proprietor. At least, it would be comparatively easy to collect such evidence by his permission, and with his assistance, and very difficult otherwise. Accordingly, the practice has sprung up of " sweetening " him, so to speak, by a douceur of two guineas, and has received recognition on taxation. The judge declared that it did not commend itself to him, for it seemed to be putting difficulties in the way of the administration of justice. The matter, however, is not an easy one, and may perhaps be compared to the collection of evidence for a prosecution by a policeman going round and asking questions of whom he may think fit. As we have pointed out before, he has a perfect right to do this, but the persons interrogated have an equal right to withhold information, or refuse to answer. When a witness is under subpœna, or has agreed to give evidence, interference with him or her may be contempt of court, as in *Clement* v. *Williams* (1836), 1 Hodge 382, and *Bromilow* v. *Phillips* (1891), 8 T.L.R. 168, but persons collecting evidence have no special rights under our law. Possibly a recalcitrant proprietor, who objected to his hotel being used for divorce, might be subpœnaed and required to inform the court who attended a particular room on a particular night, and required also to allow such person to be subpœnaed. Solicitors who wish their clients' cases to go smoothly, however, adopt the simpler and quicker plan of giving these proprietors two guineas. The situation has, of course, been immortalised: " You wishes me to except of half a sovereign ? " said Sam Weller ; " Very well, I'm agreeable. I can't say fairer than that, can I ? " And, despite Mr. Perkins' rebuke of the " *ad captandum* " argument, the money spent elicited the required information.

Personal Austerity by Restrictive Covenants.

IT IS reported that, somewhere in Czecho-Slovakia, a landowner has left his estate upon an unusual scheme, pursuant to which it has been leased for ninety-nine years. Thirty-seven houses are to be built, and the tenants, paying £20 a year in rent, are to undertake neither to smoke, nor to drink alcoholic liquor, nor to eat meat. It may be of interest to consider whether a restriction of this kind would be valid under our own law. A landowner here can, of course, exercise very complete dominion over his own estate, and, if he allows for the necessary periodical visits of tax collectors and rate collectors, and of the police when occasion requires, may refuse to permit persons other than vegetarians or teetotallers to set foot on it—or, at least, on any part of it that is not a public highway or a neighbour's right of way. Probably he might even bind his tenants by covenant to this end. At least such a covenant would not be against public policy on any ground of morality. In *Re Hood* (1930), 74 SOL. J. 154, a bequest to minimise or extinguish the drink traffic was held to be charitable, and so was one for the furtherance of vegetarianism in *Re Slatter* (1903), 49 SOL. J. 314. The question of a restrictive covenant of this nature by way of a scheme for a freehold estate might be more difficult. Evidence might perhaps be given that the exalted persons living in such a colony would refuse to tolerate the presence of wine-bibbers and " kreaphagists " in their midst, and, since they were ready to pay high prices to dwell in such a Utopia of their peers, that one who broke the covenant was in fact depreciating the value of the estate. In effect, the analogy would be a covenant in a quiet and respectable district against the annoyance of neighbours. In such a place behaviour which would be orthodox in Whitechapel or the Old Kent Road might be considered too boisterous. As another example, could an estate be sold off in lots with the covenant never to suffer the game of lawn tennis or any other game to be played on the premises on a Sunday ? Probably persons belonging to the various Lord's Day Observance Societies would be content to pay slightly more for houses and gardens where their ears could not be assailed by the sound of games on Sundays. In effect, such a scheme would be an intensified kind of local option. Some people would no doubt cordially recommend teetotallers, vegetarians and non-smokers who wished to associate with their equals to go to Czecho-Slovakia or elsewhere and stay there. Incidentally, one may wonder whether the ninety-nine year lease was an idea borrowed from our system.

Servants and Unemployment Insurance.

DOMESTIC SERVANTS are not insurable under the Unemployment Insurance Act, 1920, unless they are employed " in any trade or business carried on for the purposes of gain " (s. 1 and 1st Sched., Pt. II (*b*)). The distinction indicated by the above quoted words is often drawn only with the greatest difficulty. In the following instances domestic servants have been held to be insurable as coming within the exception. Persons employed as housemaids in hostels managed for the benefit of shop assistants by drapers and also to wait upon the staff at meals at the place where the business was carried on have been held to be insurable under the Act, notwithstanding the fact that deductions from wages for board and lodging did not cover the cost of providing these services. The persons in question were employed in the general business carried on for gain and that was sufficient to bring them within the ambit of the statute (*Ex parte Woollands* [1921] W.N. 247). In *Re Blackpool, etc.* [1931] W.N. 82, Corporation tramways were held to be within the meaning of the exception, although the profits (if any) were applied in the reduction of the municipal rates, and hence domestic servants employed in connexion therewith were held to be insurable. So also, in the same case, were a waiter and waitress employed in corporation restaurants. But where the aim of the corporation was to provide refreshments at prices which would merely cover expenses, the undertaking was not " a trade or business carried on for the purpose of gain," and a waitress who served at refreshment rooms conducted on these lines was not insurable accordingly. Finally, in *Re David* [1922] 1 K.B. 172, a butler employed by the head master in the school-house, a cook employed by an assistant master in a boarding-house, and a cleaner employed by the governing body of a public school—all of whom were held to be domestic servants—were held not insurable. The argument that school-keeping, although a profession, was also a business, was rejected. ROCHE, J., who did not " decide that no exercise of a profession can be the carrying on of a business," thought that " the nature of the professional occupation of a schoolmaster " was " relevant." The words " for the purpose of gain " in the Act were not mere surplusage, they accentuated the commercial nature of the business contemplated by the Legislature. In the same case it was decided that domestic servants in the employment of schools which could only be carried on by endowments and State or municipal aid were *a fortiori* beyond the exception.

A Rational Gaming Law: Offences.

(*Continued from p.* 321.)

[CONTRIBUTED.]

THE discrimination between betting and gaming which a reasonable law should allow, and that which it ought to forbid, is so difficult that our rulers make no attempt to draw the ancient line in a different way. As for sweepstakes, the absurdity of declaring a sovereign Derby sweep in a club full of rich men illegal is so manifest that our police do not even pretend to enforce the law which prohibits lotteries of all kinds, public or private.

With regard to betting, the poor man, no doubt unwisely, is about as addicted to the practice as the rich one, the difference being that the former is practically obliged to deposit his stake with the bookmaker, whereas the latter can make his wagers on credit. Ready-money betting is not of itself unlawful, but betting in the streets is forbidden by the Street Betting Act, 1906, and to keep an office or place for the purpose of betting with persons resorting thereto comes within the well-known prohibitions of ss. 1 and 3 of the Betting Act, 1853. As a practical matter, these two vetoes suffice to make the ordinary business of the poor man's bookmaker entirely unlawful, save in the "silver ring" and elsewhere at race-courses, where it is permitted under the absurd legal fiction of *Powell* v. *Kempton Park Co.* [1899] A.C. 143, that bookmakers are perambulatory.

Probably it is about as easy to make a bet with a bookmaker who pursues his business illegally in any large town in England as to obtain a glass of beer in Chicago. The bookmaker's regular customers know where he or one of his "runners" will be at a particular time, and the "slip" and coin are passed. If the police attempt to enforce the law, the public in this instance side with the law-breakers against them, and the bookmakers and touts can, on signal of danger, fade away into various known "funk-holes" with the entire concurrence and even approbation of the owners of these refuges. The police testify that the enforcement of this law is by far their most unpopular duty, and the one they most dislike, though, of course, the vast majority of them loyally carry it out when so ordered. A minority, probably small, accept bribes to ignore it. In Sheffield, there was a recent revelation of this kind of bribery on a large scale.

The deduction here made from the above circumstances, is that the absolute and indiscriminate veto on ready-money betting with professional bookmakers ought to be abolished. Street betting, however, is a nuisance, and should still be forbidden. Probably it would be easy to repress it if ready-money bookmakers could lawfully keep offices. And the obvious expedient to prevent abuse, used for the entire trade in the sale of alcoholic drinks, and about to be used in respect of Sunday cinemas, is one of licensing. The licensed bookmakers would then correspond with publicans, and would assist the police to suppress illegitimate competition. The argument as to "recognising vice" in a country which places the whole of its elaborate telephone and telegraph and postal machinery at the disposal of the credit bookmaker, shares his earnings by taxing his income, and has established the "tote," perhaps hardly needs refuting. The further argument that the habitual gambler would be encouraged can be met by the obvious fact that he can now bet with his bookmaker whenever he likes without difficulty. He would, of course, on any such change in the law, be free from the occasional exasperation of having his slip seized by the police, and probably would get better odds, for the bookmaker's game of hide and seek with the police is an expensive one, for which his customers have to pay. Conversely, however, the police would be relieved of a duty practically as impossible to perform as it was to enforce the twenty mile speed-limit. If a working man wastes so much of his money in betting that he causes his wife and family to suffer for the lack of necessaries, he can effectively be punished under the Vagrancy Act, 1824, and possibly under other laws. If he reserves for his wife and family enough for their needs, the habitual gambler may be regarded as a foolish rather than a dangerous person. Possibly it might be made an offence for the receiver of the "dole" to bet, and, perhaps, bankrupts.

A statute which provided for the recognition, under due safeguards, of ready-money betting should license it for all race-courses to get rid of the legal fiction of the *Kempton Park Case*. Since the vast majority of those who go to see dog racing also go to bet, this should apply to these races as well as horse races. As an offset to the recognition of ready-money bookmakers, perhaps the very extensive postal facilities allowed to their credit brethren might be curtailed, though there would be practical difficulties in carrying out such a reform, and a loss to revenue. From information received, the post-office appears to be ready even to lay special lines to accommodate bookmakers, no doubt charging appropriate rent.

The problems of gaming are perhaps still more difficult than those of betting. In some sense the two can hardly be disentangled; baccarat appears to involve a succession of bets on the fall of cards, and the ancient hazard on that of dice. A little skill is involved in both games, that of absorbing some elementary knowledge of the mathematics of probability. The varieties of whist and bridge require the same skill in a much higher degree, and memory of the cards fallen. These qualities are so developed in the really good player that they seem almost like instinct. In poker the fine player may have some power to diagnose his opponents' hands by his knowledge of the behaviour of gamblers. The Hanoverian statutes, 1738, 1739, 1744, etc., referring to a number of games which are obsolete, are clearly out of date, and the classical judgment of HAWKINS, J., in *Jenks* v. *Turpin* (1884), 13 Q.B.D. 505, is in effect useless to discriminate between one card game and another, for it condemns every game of cards which is not a game of mere skill as unlawful (p. 524), and no card game is a game of mere skill, for all depend upon chance in the fall of the cards.

The law required is really one against gambling dens, and another against cheats, and probably, in effect, this is largely that practically enforced by the police, but they are handicapped by their theoretical duty to administer something quite different. For example, in considering whether a particular place is used for unlawful gambling or otherwise, they appear, on the authority of Mr. EDGAR WALLACE (see 74 Sol. J. 776), to discriminate between poker and bridge. This, as we pointed out, is a reasonable discrimination between a gambler's game, where the player can win or lose large stakes without much trouble, and one in which a great part of the pleasure is derived from pitting skill against skill. The "post mortem" of bridge, a more or less friendly wrangle as to the skill exercised on a just completed round, is not a feature of poker or baccarat, where the players after each turn desire immediately to win more money or recoup losses. Nevertheless, all the above games are equally unlawful on the *Jenks* v. *Turpin* test.

The whist drive cases, *Morris* v. *Godfrey* (1912), 28 T.L.R. 401, and *R.* v. *Hendrick* (1922), 37 T.L.R. 447, show convictions for "offences" which take place every day all over the Kingdom. Advertisements of these drives also constantly appear in the Press. Here, again, the system of licensing appears to be indicated. It is possible that there may be objectionable features at some whist drives; the police may suspect cheating, or they may tend to be disorderly. If such a system were established, a licence would only be granted to someone who could keep order, exclude all persons suspected of cheating, and deal straightforwardly with the money received. The licence would no doubt specify the number of drives to be organised by any given individual, with maximum subscription, minimum of prizes, etc. Those who take part in a well-conducted whist-drive have every right to resent any kind of imputation that they are law-breakers.

Possibly a system of licensing might solve the recurrent problem of automatic machines which give prizes to those

successfully playing the games for which they are devised. On the principle of "*de minimis*" the law might almost let them alone, but for the fact that they are as a rule accessible to and used by children. The number of test cases shows the difficulty of applying the present law. And the unconsidered gain or loss of a shilling or two by the adult on a holiday, sampling the machines of pier or fair, may represent excessive gaming for a child, and the beginning of a bad habit.

The further question of lotteries, involving even more acute controversy than betting or playing games, remains for consideration.

(*To be concluded.*)

Workmen's Compensation.

A SIMPLIFIED EXPOSITION.—III.

Variation of Weekly Payments.—There are three ways in which a rate of weekly payment, which has once been settled, may be varied, viz.:—

(*a*) By agreement (which has to be registered).

(*b*) By application to the county court (or other arbitrator) for review.

(*c*) By following the procedure under s. 12 of the Act, which allows an employer a means whereby to end or diminish the weekly payment without recourse to the court (1) if the workman is in receipt of compensation for total incapacity and has actually returned to work; or (2) if the workman is in receipt of compensation for partial incapacity and his earnings have actually been increased; or (3) if the workman has been certified by the employer's doctor to have wholly or partially recovered, and the certificate remains unchallenged. The employer must send the workman ten days' notice of the proposed variation, with a copy of the certificate. If the workman sends no counter-certificate within the ten days, the employer may thereupon vary the compensation in accordance with the terms of the notice. If the workman sends a counter-certificate a reference must be made to the Medical Referee appointed by the Home Secretary to decide points as to the physical condition and fitness for work of claimants under the Act.

Medical Referees.—Either employer or workman has the right to apply to the court for a reference to the Medical Referee on any question of the workman's physical fitness. The certificate of the Medical Referee is conclusive. This does not mean that if the Medical Referee's certificate is of an indefinite or ambiguous kind, no step can be taken beyond it. But, if the certificate is couched in language which admits of no doubt as to its meaning, then it must be accepted as final, e.g., where a medical referee certified a workman as "fully recovered" and evidence was then brought to support an application for a declaration of liability that there was a danger of the recurrence of the incapacity, it was held that as the certificate was quite clear and definite, no declaration of liability could be made.

Industrial Diseases.—A claim to compensation arises where a workman is incapacited by one of those diseases which are scheduled as industrial diseases under the Act. A list of these diseases is given in S.R. & O. 1929, No. 2 (Workmen's Compensation (Industrial Diseases) Consolidation Order, 1929). It has to be shown (*a*) that the disease was due to an employment in which the workman was engaged at some time during the twelve months previous to his disablement; and (*b*) that he either died from the disease or was certified by the certifying surgeon (appointed under the Factory Acts) to be disabled from earning full wages or was suspended under regulations made under the Factory Acts. In the absence of evidence that the disease was contracted in a particular employment, the liability to pay compensation rests upon the employer, who, during the twelve months in question, last employed the workman in that kind of employment to which the disease was due, subject to this proviso, however, that if the disease is capable of being gradually contracted, other persons who, during the same period, employed the workman in the same kind of employment may be required to bear their appropriate share of the liability.

In the case of those industrial diseases for which a particular kind of employment is scheduled there is a legal presumption (which is, of course, liable to be rebutted) that the disease was due to that employment.

Persons Entitled to Compensation.—There are two classes of "workmen" covered by the Act—(*a*) All persons engaged in manual labour under a contract of service, irrespective of the amount of their remuneration; (*b*) All persons working under a contract of service whose remuneration does not exceed £350 a year. Thus, an independent contractor, e.g., an "outworker," is not covered, because there is no contract of service.

If a workman covered by the Act dies, the right to compensation belongs to those surviving members of his family who were wholly or partly dependent on him, i.e., dependent for the ordinary necessaries of life suitable to their class and position.

Persons Liable to Pay Compensation.—Under normal circumstances, it is, of course, the employer on whom the legal liability to pay falls. The liability of an insurance company is a question of contract and not a liability under the Act, except in the event of the employer's liquidation or bankruptcy, in which event the workman has a right under the Act against the insurance company to the extent of the latter's liability to the employer under the policy.

In addition to his rights against the insurance company in the event of the employer's liquidation or bankruptcy, the workman's claim to compensation is included among the debts which have priority over other debts in such an event.

Where liability of a third party is indicated, e.g., where the workman is in the course of his work for his employer injured by the negligence of someone who may be made answerable therefor, the workman has the right to claim under the Act from the employer, and also to proceed for damages against the third party, but may not obtain both compensation and damages. If the employer is called upon to pay compensation, he may, in his turn, claim the amount from the third party. If the workman is awarded damages and is unable to recover them from the third party through no fault of his own, the remedy under the Act still lies open to him.

The employer's liability remains even though the workman is working under the control of some other person who has, for the time being, hired his services. An exception, however, occurs in the case where the workman is employed on premises controlled by someone who in the course of his business has sub-let the work to the employer; here the workman may claim from either the one or the other, although, as between these two, the employer is ultimately liable.

The liability of parties in cases of industrial disease is explained above under "Industrial Diseases."

Agreements as to Compensation.—There is nothing to prevent an employer making *ex gratia* payments to an injured workman who does not wish to claim compensation. A workman may not, however, contract out of his rights under the Act. If the employer and workman come to an agreement without recourse to arbitration as to the amount of compensation, the agreement must be registered, and likewise a composition agreement made by an employer without admitting liability.

VISIT OF AMERICAN LAWYERS TO THIS COUNTRY.

According to a statement made in an evening paper recently, about a thousand American lawyers intend to visit this country in July, for the purpose of studying English legal procedure, and we are informed by the Secretary of The Law Society that they will be received by the President at The Law Society's Hall, on Wednesday, the 15th July, when he will address them on the subject of the position occupied by the solicitor branch in this country.

Company Law and Practice.

LXXIX.

Re IMPERIAL PALACE HOTEL CO.

ONE of the most eagerly awaited events of the earlier part of the season is the appearance in our contemporary *The Tailor and Cutter* of that article in which a sartorial expert criticises the clothing displayed on the walls of Burlington House at the Summer Exhibition, and, after all (assuming that art ought to be photographic), criticism of this nature is justifiable, for artists have just as much opportunity as anyone else of observing the details of clothes; one of the minor annoyances, which is always with us, is the carping criticism which is from time to time levelled at contemporary authors when they err in some technical matter with which the public can hardly expect them to be fully acquainted. I propose this week to join the ranks of the carping critics.

The late ARNOLD BENNETT was an author of much distinction, and of great reputation both in this country and abroad, though most people would agree that his best work was done some years ago; but his last book, "Imperial Palace," is one which cannot escape comment from the company lawyer.

In Chapter XXII we read of a special general meeting of the Imperial Palace Hotel Company, which was convened for the purpose of altering the articles, with the object, apparently, of retaining the control of the company in British hands. "The Resolution provided," says the author, "that instead of having one vote per share, each shareholder should have only one vote per five shares. And further that no shareholder, no matter how large his holding of shares, should have a total of more than ten votes." It is not necessary to examine the practical side of this question, though in the apparent absence of provisions as to nominees, the effect of the latter part of the resolution seems to be small. Be that as it may, it is legally possible to exclude foreign control, but it is not easy to do so effectively, and requires articles of some complication; however, there is no legal reason why it should not be done, nor do the Stock Exchange, as far as I am aware, raise any objection when leave to deal, or an official quotation, is desired.

The chairman, a poll having been demanded, declared the resolution to be carried by a majority of 22,111 votes; it is to be hoped that something further was recorded on the minutes, as this bare statement does not help to determine whether there was a three-fourths majority. It will be remembered that, by the Companies Act, 1929, s. 117 (3), a declaration of the chairman that a special resolution is carried is, unless a poll is demanded, conclusive evidence of the fact. This could not apply to the Imperial Palace meeting, because a poll was demanded, and taken; but if a poll had not been demanded, would such a statement as was there made by the chairman, have been conclusive? In the case of *Re Caratal (New) Mines* [1902] 2 Ch. 498, a declaration of a chairman in a similar case was held not to be conclusive because such declaration gave the figures, which showed that the requisite majority had not in fact been obtained; the chairman's declaration at the Imperial Palace meeting did state that the resolution was carried, and it did not show on the face of it that such could not be the fact, as did the declaration in the *Caratal Case, supra*, so probably had it been a declaration with regard to a show of hands, the court would have accepted it as conclusive under s. 117 (3).

But the conduct of the board was highly irregular. "I will point out," says a shareholder who voted against the resolution, and who, incidentally, was a solicitor, "to those shareholders who do not know it that you closed the transfer books a month ago, and I understand will keep them closed until after the confirmatory meeting a fortnight hence. You have thus prevented new genuine holders of shares from voting at this meeting or the next." The speaker then proceeds to stigmatise this as sharp practice, and probably illegal, to which the chairman replied that the board acted within their rights. (The confirmatory meeting, in a book published in 1930, is out of date, in the absence of evidence that the meeting took place before 1st November, 1929.)

Unless the meeting was held at the end of any calendar year, the register could not legally have been closed for the time suggested. Section 99 provides that a company may, on giving notice by advertisement in some newspaper circulating in the district in which the registered office of the company is situate, close the register of members for any time or times not exceeding in the whole thirty days in each year. There seems to be no doubt but that a person aggrieved could obtain adequate relief from the court against a company which kept its register closed for more than the statutory period in any one year, and *a fortiori* if this was done with the deliberate object of excluding certain votes. The chairman of the Imperial Palace meeting did, indeed, suggest to the disgruntled shareholder that he might seek relief from the court, advice which he would have done well to follow.

The mere opening of the register would not, of course, necessarily have meant that the transferees would have had a vote. The directors might have a discretion given them by the articles as to refusing to register transfers at all, though if they did, and they exercised such discretion, they would be compelled to give notice of such refusal to the transferee within two months of the lodgment of the transfer: s. 66. But even if they could not refuse to register the transfer, or if they did not intend to refuse to do so, the directors need not register a transfer immediately, for they are apparently entitled to have time to consider the documents sent to them (*Re Othos Kopje Diamond Mines* [1893] 1 Ch. 618, at p. 626); though this could only be construed so as to give them such time as would, in the circumstances of each particular case, be reasonable. In the Imperial Palace case, however, the company had clearly had transfers in its possession for some time, and those aggrieved would have had a very good chance of success had they taken proceedings against the company immediately after the passing of the first resolution.

Of course, they may have been badly advised, and, in view of the fact that the very eminent company solicitor who advised the company appears to have been somewhat deficient in this respect, there seems good reason to suppose that the opposition was not more happy in its adviser.

(*To be continued.*)

A Conveyancer's Diary.

Gifts to a class—Time of ascertainment of class.

There are some points with regard to the time at which a class of children under a gift in a will are to be ascertained which I have had to consider lately and may be of interest to the readers of this diary.

The subject is a wide one and not a little complicated—too much so to be covered in a short article. I only intend to draw attention to one or two points. Perhaps I may be able to deal with the matter more comprehensively later on.

Of course we must start with the general rule that if a testator devise or bequeath property to "the children of A" and nothing more then only those children of A who are living at the death of the testator will take. It is the same if the expression used is "all the children of A." If, however, there should be no such children the gift will not lapse but will take effect in favour of all after-born children of A.

A question of more difficulty arises where the testator has postponed the time at which distribution is to take place. A common instance of that is where the gift runs: "All the children of A who attain the age of twenty-one."

In that case the rule which applies is that generally known as the rule in *Andrews* v. *Partington* (1791), 3 B.C.C. 401. The rule is so called although it is of earlier date than, and, in fact, although followed, was adversely criticised in, that case.

The rule is that the class of children entitled is confined to those who are born before the eldest of the class attains twenty-one. As soon as one member of the class reaches that age the class closes and no children born afterwards will be entitled to share.

If at the date of the death of the testator any member of the class should have already attained twenty-one, then, of course, the class is ascertained at the date of the testator's death, and no after-born children will take a share.

The rule applies equally where the gift follows upon a life interest, but in that case the date of the death of the life tenant must be substituted for that of the testator in applying the rule.

Thus, a gift to A for life and after his death to all the children of B who attain twenty-one, then, if at the death of A any child of B has attained majority, the class is closed and no after-born children are admitted. If no child of B has attained twenty-one at A's death then as soon as one of them does so the class is ascertained and will not be increased by the birth of other children.

The rule is said to be based upon convenience, but, as was observed in one case, it is "convenient only to those who profit by it" (*Hart* v. *Pratt* (1798), 3 Ves. 730, at p. 732). There does not seem to be any principle underlying it. Certainly the rule almost always defeats the intention of the testator, and is, indeed, contrary to the express provisions of the will.

No doubt if the testator's expressed intentions were carried out in such a case the class entitled could not be ascertained, and so there could never be any distribution, until the death of the parent, although all his living children had attained twenty-one, as the class might be increased by the birth of others. That would be annoying and "inconvenient" to the children who attained their majority and had to wait until the death of their parent before they could be paid any share. On the other hand, should there be children born after one had attained twenty-one, it would be still more "inconvenient" to them that they should take no share at all.

Curiously enough, the rule has not been extended to apply where the testator has directed a division to take place when all the children shall have attained twenty-one. The inconvenience in such a case is no greater than in a case to which, as we have seen, the rule does apply, and the intention of the testator would be thwarted no more in one than in the other by the application of the rule.

Thus, in *Mainwaring* v. *Beevor* (1849), 8 Hare 44, there was a residuary gift to trustees in trust to apply the income in the maintenance of the testator's grandchildren until they severally attained the age of twenty-one, and to accumulate the surplus and to pay each of them a certain sum on attaining that age, and as soon as all of them should have attained that age to divide the fund amongst them.

It was held that the period of distribution was postponed until the youngest child attained twenty-one.

In many other cases also it has been decided that where a testator has expressed an intention to postpone the distribution until the youngest of the class attains twenty-one, that intention must prevail however inconvenient it may be.

It is, as I have ventured to say, somewhat curious and certainly very interesting that the rule in *Andrews* v. *Partington* should be excluded by an expressed intention to the contrary when admittedly the rule itself is not founded on the testator's intention, and, in fact, as has been repeatedly pointed out, generally has the effect of defeating that intention.

It may be mentioned that where the testator has indicated some other time than merely the attainment of the age of twenty as the period of distribution, the class must be ascertained at that time, and the rule will not be effective to prevent children born before that time taking, although born after the eldest attains his majority.

Thus, if there is a trust to accumulate the income for twenty-one years from the death of the testator and to hold the accumulated fund in trust for the children of a named person who shall attain the age of twenty-one, all the children born during the period of accumulation will be entitled to share: *Watson* v. *Young* (1885), 28 Ch. D. 436.

It follows from what has been said that where there is a gift of property "to the children of A who attain twenty-one," as soon as one of the children reaches that age he will be entitled at once to be paid his share, and so with each child on attaining his majority. The death of any child under twenty-one will increase the shares of those who have attained or may attain that age, but whilst the shares so paid may be increased in that way they are not liable to be diminished by the birth of other children.

A further question which arises in such cases is regarding the income arising from the property before the class is ascertained.

The rule is that the children in existence for the time being are entitled to the whole income, no part of which is liable to be retained for the benefit of those who may be born in the future. As further children are born they will, of course, become entitled to a share with the others. Consequently the whole income is available for the maintenance of the children for the time being contingently entitled to the fund under s. 165 of the L.P.A., 1925: *Re Adams* [1893] 1 Ch. 329.

Further, if a child attains twenty-one and has his share of the fund paid to him, the whole of the remaining income is applicable for the maintenance of the infant children, although, of course, the child who has attained twenty-one has a contingent interest in the balance of the fund: *Re Holford* [1894] 3 Ch. 30; *Re Maber* [1928] Ch. 88.

Landlord and Tenant Notebook.

Conditional Power to Determine.

An intending tenant who had the choice of a covenant for renewal or a power to determine would probably, if a layman, see little to choose between the two. But when the ordinary forms are used each has advantages and disadvantages. The exercise of a covenant for renewal involves expense, for, unless otherwise agreed, the tenant will have to pay the landlord's solicitor's costs. But if provision is to be made for a condition precedent which will absolve the landlord in the event of the tenant not observing his covenants, the tenant will normally be in a happier position if entitled to call for a new grant before the end of the term. For the ordinary qualified power to determine makes the existence of the relationship depend upon questions of fact which cannot be decided until after it has been exercised. Thus, a tenant desiring renewal and giving, say, the six months' specified notice, will usually know whether his interest will continue after that period before that period expires; a tenant anxious to break his lease and giving a notice of the same length may leave when it expires and possibly find himself called upon to pay rent long afterwards.

The most recent reported case on the last point, *Simons* v. *Associated Furnishers Ltd.* [1931] 1 Ch. 379, illustrates the possible embarrassments referred to. The defendants' seventeen year lease, which commenced on 1st March, 1925, contained an option to determine it at the expiration of five years if they gave six months' notice, and should "up to the time of such determination" pay the rent and observe their covenants. The usual saving of the rights and remedies in respect of antecedent breaches of covenant concluded the proviso. Notice to break was duly given on 17th August, 1929.

In the action, it was common ground that the premises were not in the state required by the tenants' repairing covenant on 17th August, when the notice exercising the power was given; an issue whether the breaches had been remedied when it expired was decided in their favour. The Plaintiff, who sought a declaration that the lease still existed, then fell back on a contention that the time when the power was exercised was the time when all covenants had had to be performed. This argument was not accepted; Clauson, J., construing the clause as meaning that the account must be clear when the notice expired.

The case is important as being the first case in which the facts were that the covenant was not broken both at the time when the power was exercised and at the time when the notice expired. In *Burch* v. *Farrow's Bank Ltd.* [1917] 1 Ch. 606, the tenants started on their repairs before notice expired, but were unable to complete them until about a fortnight after the lease was to have been broken, and it was held that the lease was still in existence. In this case, and in *Simons* v. *Associated Furnishers Ltd.*, it was suggested that the qualification by which rights and remedies in respect of antecedent breaches are saved, would have the effect of excusing the tenant. But this contention had been disposed of in 1854, by the House of Lords, in *Grey* v. *Friar*, 4 H.L.C. 565.

The somewhat wordy form in which the power to determine is usually drafted has, as Clauson, J., pointed out, been in use for over a century, and now that it has been fully interpreted, it may be deemed unnecessary to seek to improve it. (The learned judge, incidentally, pointed out that the clause with which he was dealing was capable of yet a third construction, namely, that the power should be exercisable only if the tenant had performed his covenants throughout.) But the decided cases also show the inconvenience of such a qualified power. For in this and in other cases, parties have been kept in suspense pending a decision as to whether they were still landlord and tenant or not. The notice in this case was given on 17th August, 1929; it expired on 28th February, 1930; the defendants then left the building. Some time after a writ was issued, and the case was heard on the 1st and 2nd December, 1930. And the period might have been longer. The law having been settled, possibly parties will be well advised in future to omit the qualification, or to devise some means, such as agreed reference to a surveyor, for the speedy determination of such questions as breach of repairing covenant.

Our County Court Letter.

PERSONAL LIABILITY OF RECEIVER.

In the recent case of *Allen* v. *Leask*, at Wolverhampton County Court, the claim was for £23 1s. 6d. as the price of goods sold and delivered to the defendant, who had been appointed receiver of the Enterprise Manufacturing Company Limited in August, 1929, and liquidator in August, 1930. The plaintiff's case was that (1) the defendant had continued to trade for twelve months after his appointment and was personally liable, (2) the printed order forms bore a notice that the receiver would not be liable, unless the order were on the official form, and therefore he was liable for all orders on other forms, (3) the receiver had had assets which he was under an obligation to devote in payment for the goods he had ordered, (4) the creditors had recently resolved to apply for an order for compulsory winding up. The defendant's case was that (1) he had signed "P. Leask, for Enterprise Manufacturing Company Limited" and was therefore carrying on business in the company's name only, (2) the creditors would be paid eventually, but not immediately, owing to the money coming in slowly. His Honour Judge Tebbs observed that a receiver appointed as above was the agent of the company, and was not acting as a principal unless he showed that he intended to incur liability. The orders given showed no such intention, and therefore the defendant was not personally liable, but would have paid if there had been no disturbance of the business. Judgment was therefore given for the defendant, with costs.

The effect of a similar signature by a receiver had previously been considered in *Kettle* v. *Dunster and Wakefield* (1927), 43 T.L.R. 770, in reference to a claim under the Bills of Exchange Act, 1882, s. 26. The bills had been drawn by the plaintiff as "R. Kettle, Receiver, Ford Paper Works (1923) Limited," and he sued the defendants as acceptors for £6,365 6s. 9d. in respect of deliveries of paper, but the defence was that, as the plaintiff did not intend to make himself personally a party, he was also not entitled to sue upon the bills. Mr. Justice Horridge held that the words following the signature were words of description only, and, as the bills did not purport to have been drawn on behalf of the company, the plaintiff was entitled to judgment. It is to be noted that (*a*) this decision included a finding that there were no surrounding circumstances indicating that the plaintiff meant to exclude his personal liability, and that the intention of the parties must be inferred from the document itself, (*b*) an opposite inference was drawn in the first-named case, *supra*.

The position of a receiver, subsequent to a resolution for winding up, was considered in *Thomas* v. *Todd* [1926] 2 K.B. 511, in which the defendant had been appointed receiver of the Grafton Galleries Club Limited on the 11th October, 1924. He thereupon agreed with the plaintiff to perform with his band on a weekly engagement, but the company went into voluntary liquidation on the 27th October, 1924, and an order for compulsory winding up was made on the 25th November, 1924. The plaintiff claimed £180 as his fee for the week ending the 7th November, 1924, on the ground that the defendant was personally liable for breach of contract. Mr. Justice Wright held that the authority of the receiver to bind the company was terminated by the voluntary winding up, and therefore the defendant was personally liable on a subsequent arrangement made by him with the plaintiff, who was entitled to judgment. This decision extended to the case of a voluntary winding up the principle laid down with regard to a compulsory winding up in *Gosling* v. *Gaskell* [1897] A.C. 575.

Practice Notes.

MINERS' RIGHT TO MINIMUM WAGES.

In the test case of *Morgan* v. *Ocean Coal Company*, recently heard at Aberavon County Court, the claim was for 3s. as balance of wages under the Minimum Wage Act for the week ending 13th September, 1930. The plaintiff's case was that his earnings in the last two weeks in August were £4 4s. 7d. a week, but in the first two weeks in September they were only £2 12s. 10d.—under the minimum. The miners' agent had drawn the defendants' attention to the custom (1) of paying wages equal to the minimum, (2) of including in a week's wages the payment for filling trams left over from the previous week, but they had pointed out that the colliery had been idle for two weeks in August, and (as there was nothing in the pool) they had taken two weeks' average. It was contended that this gave the owners a double advantage over the men, although the custom was to give and take, but no specific instance was cited of the owners having made up the minimum to men working in normal places. The defence was that the plaintiff was asking for the minimum although he was 9s. above it, and that the usual custom had suffered no variation. His Honour Judge Frank Davies held that the claim struck at the root of the contract between employers and workmen, and was also contrary to the Act. Judgment was, therefore, given for the defendants, with costs on Scale B.

REASONABLE FITNESS FOR HUMAN HABITATION.

THE Housing Act, 1925, s. 1 (1), contains no definition of the above condition (implied in all lettings at a rent not exceeding £26 a year outside London), and the question is therefore one of fact, as in the recent case of *Heffer* v. *Burrell* at Saxmundham County Court. The claim was for £4 15s. (being ten weeks' rent in lieu of notice) under a quarterly tenancy at £24 a year, and the counter-claim was for £15 for breach of contract under the above section, the items comprising damage to furniture from dampness, and costs of removal. The claim being admitted, the defendant's case on the counter-claim was that the plaintiff took no notice of complaints, and the house was reported to the sanitary inspector, who ordered repairs to the roof and a new damp course. The defendant had therefore left the house, and he denied that his reason for so doing was that his wife wanted to move nearer to her parents. The plaintiff's case was that (1) the dampness was exaggerated by the defendant's wife, (2) the absence of a damp course was not exceptional, as the house was sixty years old, (3) the repairs had been carried out within three weeks to the satisfaction of the inspector. His Honour Deputy Judge Rowley Elliston observed that the defendant (after seeing the previous tenant) had taken a quarterly tenancy, but, owing to the alleged excessive dampness of the house, he had left without any explicit reason, and before giving the plaintiff an opportunity to do repairs. The absence of a damp course did not make a house unfit, and the roof only required repairs over one bedroom, the result being that the house was reasonably fit, and the defendant was not justified in leaving. Judgment was therefore given for the plaintiff on the claim and counter-claim, with costs. The law upon this subject was recently considered by the Divisional Court (with regard, however, to new houses only) in *Miller* v. *Cannon Hill Estates Ltd.*, reported in our issue of the 28th February, 1931 (75 SOL. J. 155), and also with regard to the rights of statutory tenants in *John Waterer, Sons and Crisp, Ltd.* v. *Huggins* (1930), 47 T.L.R. 305.

Correspondence.

Deeds of Assignment for the Benefit of Creditors.

Sir,—We find that it is becoming common for deeds of assignment for the benefit of creditors to contain a clause by which the creditors give an indemnity to the trustee against all liabilities properly incurred by him.

This clause, in our opinion, is most objectionable, as all creditors who assent to a deed containing it incur a liability which is unlimited in amount—probably, in most cases, without any idea that they are doing so.

We have had, on more than one occasion, to advise clients not to assent to such a deed.

It seems to us that the only remedy of the prudent creditor is to force the estate into bankruptcy.

If cases arise in which a trustee needs protection beyond that afforded by the assets covered by the deed, the proper course is for him to make special arrangements with one or two of the larger creditors, who would enter into such an obligation with their eyes open.

London, E.C.4. WILDE, WIGSTON & SAPTES.
19th May.

Summary Justice.

Sir,—Most of the correspondents on this matter do not seem to be aware of the conditions under which summary justice is administered in country places.

I have been a deputy clerk to the justices for many years, and, in my opinion, there are no grounds for alteration of the present system. Petty sessional divisions of counties may comprise anything from ten to twenty parishes, and there must be a central office in each division. To combine several of such divisions under one clerk would cause inconvenience to the general public, as well as being difficult to manage, and the suggestion of one of your correspondents that there should be a travelling stipendiary, seems wholly unnecessary and undesirable. The magistrates who administer summary justice are local men conversant with local conditions, which, after all, is something that is worth while taking into account before changing the present system for another. There is no need at all for clerks to the justices in country places to be whole-time men. The only way this could be done would be by combining several divisions, or practically the whole of the divisions in one county, under one clerk, but too much centralisation of administration of public services has already been done.

"Nemo," in making his statement in your last issue that all medical officers of health were whole-time men, is evidently quite unaware of the conditions governing the appointment of medical officers in country districts. They are, in almost every case, part-time men, except of course medical officers of counties or large boroughs.

Builth Wells. SYDNEY G. THOMAS.
5th May.

[Your correspondent's letter on this subject seems to give less weight than its due to the noun in the title. Public convenience and the preference of clerks and deputy-clerks to justices are of secondary importance only, if, as feared, justice is not in fact done under existing conditions. The burden of the article was that in courts of summary jurisdiction something less than justice is achieved.

"Local men conversant with local conditions" sometimes know *too* much, and may import into the consideration of cases local and extra-judicial knowledge.

Other points in the letter have already been dealt with. —YOUR CONTRIBUTOR.]

Reviews.

The Law relating to Building Societies. By EDWARD ALBERT WURTZBURG, of Lincoln's Inn, Barrister-at-Law. Sixth Edition by G. W. KNOWLES, M.A., of the Middle Temple, Barrister-at-Law. 1931. pp. xxxv and (with Index) 326. London: Stevens & Sons, Ltd. 20s. net.

A new edition of this well-known book will be welcomed by the increasing number of those who are interested in the law relating to building societies.

The enormous amount of capital invested in and through building societies at the present time renders the subject of considerable importance, and although no statutory alteration in the law has been made and very few cases decided on the subject since the last edition was published, it was no doubt time, after an interval of eleven years, that a revision of the text was undertaken.

The learned editor seems to have done all that was required to bring the present edition up to date.

A Table of Statutes referring the reader to the pages in the text in which the sections of the Building Societies Acts are mentioned would have been a useful addition.

International Survey of Legal Decisions on Labour Law. 1929 (Fifth Year). Geneva: The International Labour Office. 8s.

Nothing better illustrates the growth of the family spirit among nations than the necessity which makes itself daily more manifest of collating and making available information from all countries.

The present volume offers in a convenient shape the legal decisions of five great countries on labour questions, England, the United States, Germany, France and Italy. To students

of social science such facilities for comparison are invaluable. Nor for the practical statesman concerned with the special conditions of his own country can anything be more useful than comparison with those of others, especially in these days of reliance upon law as an instrument for moulding society. The potency of that instrument is indeed overrated, but it is undoubtedly of great importance.

Any attempt at detailed examination of a compilation such as this is not possible save in a lengthy article. It is a book to be carefully examined by its users, and then placed on an accessible shelf for reference.

As usual with publications emanating from the international organs at Geneva the book is well printed. It is a pity that continental practice does not encourage better binding. Paper bound volumes soon fall to pieces, and for the owner of individual books to have them separately bound is impossible in face of the present cost of binding.

A Popular Handbook of the Law of Bankruptcy in Scotland. By W. Elder Levie, Advocate in Aberdeen. Third Edition. 1931. pp. xi and 136 Edinburgh and Glasgow: William Hodge & Co., Ltd. 6s. net.

Intended primarily for students in banking and accountancy, this handbook is a model of what such a work should be. The learned author obviously knows his subject thoroughly, and he has been courageous enough to be elementary, a characteristic which is too often sadly lacking in text books written for students. After an introductory chapter in which he gives a very clear view of the various proceedings which usually lead up to bankruptcy, explaining the different kinds of diligence—a term very puzzling to the English lawyer who has to try to follow the course of bankruptcy proceedings in Scotland, but which is really equivalent to our methods of execution—Mr. Levie goes on to trace the steps by which a man is made bankrupt and the course of the subsequent proceedings up to his discharge. Additional help in the understanding of the procedure is furnished by a useful chart printed in the appendix setting out in order each step in these proceedings. While, as has been said, the little book is intended specially for students, it may profitably be consulted by practitioners, for many will heartily agree with the remark of the author that "the standard treatises on the law of bankruptcy in Scotland appear somewhat formidable."

Books Received.

The Oudh Weekly Notes. Vol. VIII. March 4th and 11th, 1931. Parts 10 and 11. Published weekly. Indian House, Lucknow. Single copies to Subscribers, Re.1. Non-subscribers, Rs.2.

The Conveyancer. A Monthly Review devoted to matters connected with Conveyancing and Commercial and Mercantile Documents. No. 185, April, 1931. London: Sweet & Maxwell, Ltd. 3s. net.

Bureaucracy Triumphant. Carleton Kemp Allen, M.C., M.A., Barrister-at-Law. Crown 8vo. pp. 148 (with Table of Cases). Oxford University Press. London: Humphrey Milford. 5s. net.

The Agricultural Holdings Act, 1923. With Explanatory Notes and General Forms. Aubrey John Spencer, M.A., Barrister-at-Law. 1931. Eighth edition. Large Crown 8vo. pp. xxiv and (with Index) 326. London: Stevens and Sons, Ltd. 12s. 6d. net.

Bourne & Latey's Law and Practice in Divorce and Matrimonial Causes. Eleventh Edition, incorporating Oakley's Divorce Practice. William Latey, M.B.E., Barrister-at-Law, and D. Perronet Rees, of the Divorce Registry. 1931. Demy 8vo. pp. xlviii and 1103. London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd. £2 10s. net.

In Lighter Vein.

The Week's Anniversary.

On the 2nd June, 1695, Mr. Justice Eyre died. Though when he lost his first wife he so far bade the world adieu as to put upon her tomb an inscription in anticipation of his own death, with the date left blank, he subsequently recovered sufficiently in spirits to espouse a second partner, who ultimately rested in the same grave as her predecessor. Moreover, he had a useful part to play in public life before he died and as a Justice of the King's Bench was much appreciated for his able services.

Legal Self-sacrifice.

The news that the Law Officers of the Crown have applied for a reduction of their emoluments will have come as an unpleasant shock to those who still cherish the layman's traditional belief in legal cupidity. As a matter of fact, Sir William Jowitt found himself faced with a very delicate problem in this matter. If he took the path of self-sacrifice he risked the reproach of his brethren at the Bar for presuming to rub any of the gilt off one of their glittering prizes. If he held aloof from ministerial economy the general public would certainly say that that was so like a lawyer. Quite a lot of people are still prepared to take seriously the old jest of the counsel—Serjeant Davy, I think—who, when accused of a breach of professional etiquette in accepting a fee below a guinea, pleaded that he had been true to the traditions of the law in taking all that his client had got. Let us hope that the Law Officers have succeeded in reversing the old harsh judgments and that their good deed will not be lightly forgotten.

A Change for the Better.

While Sir John Simon was drawing the attention of the House of Commons to modern slave traffic in China, the Law Courts were parting without regret with the mammoth painting of the Slave Trade Convention that has hung so long in the main hall. Throughout its sojourn, it has constituted an annoyance to lawyers and a perplexity to strangers by reason of its complete inappropriateness. Even in its departure it was inconvenient for, as the Trojans broke their gates to let in a wooden horse, an entire door had to be unscrewed to let out this white elephant.

Lord Hatherley, L.C., has replaced the worthy reformers departed and looks down from a frame not less ample than theirs. To his spirit the change must be welcome, for despite the hospitality of his late hosts, the Worshipful Company of Fishmongers, Thames Street and London Bridge, could never for a lawyer have charms to equal those of the vicinity of Temple Bar.

No Poetic Licence.

Although the Inner Temple bears Pegasus on its shield, judges have never been inclined to recognise poetic licence as an excuse for unlawful conduct. When, therefore, Avory, J., intimated that he would have sent Tom Hood to prison had he written the verses of which the prisoner before him had been guilty, we may well believe him.

Oscar Wilde felt the weight of the criminal law and neither Shelley nor Byron succeeded any better than Strephon in "Iolanthe" in impressing the Court of Chancery. Shelley's unorthodox views on matrimony cost him the custody of his children in a suit before Lord Eldon, and the same judge refused to protect by injunction the copyright of Byron's "Cain," chiefly, it may be suspected, because, as the poet put it, he "could not make Lucifer talk like the Bishop of London." In vain did Mr. Shadwell (afterwards Vice-Chancellor) cite the speeches of Milton's rebel angel. His lordship had read "Paradise Lost" from beginning to end during the Long Vacation and he refused to accept the analogy in favour of Byron.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Rent Restrictions Acts—House Destroyed by Fire.

Q. 2216. C purchased a freehold dwelling-house in October, 1926. At the time of the completion of the sale, A living with her daughter B, was half-yearly tenant of a part of the dwelling-house, and continued to be so until her death in January, 1927. On A's death B continued in possession as statutory tenant under the Rent Restrictions Acts, an order for recovery of possession being refused in August, 1927, on the ground that B was a "statutory tenant." On 16th July, 1929, the premises in question were almost totally destroyed by fire and have not yet been rebuilt. B then ceased occupation and went to live in a caravan near-by. She has forwarded the rent regularly since then to C, who has refused it. B claims a right of re-entry when the house is rebuilt.

1. Following the case of *Hicks* v. *Scarsdale Brewery* [1924] W.N. 189, has B forfeited the protection of the Rent Restrictions Acts?

2. When B has already relinquished possession *de facto*, can C obtain a formal order for recovery of possession, which would be tantamount to a declaration that B has no right of re-entry when the house is rebuilt?

3. If the answer to (2) is in the affirmative can application be made under the Small Tenements Recovery Acts, the rent being under £20 per annum?

A. 1. If A was a statutory tenant and died intestate, B as a member of A's family had a right to remain in possession as statutory tenant. Doubtless B, living near-by in the caravan, can prove that she exercises such acts of possession as are possible in the case of a house nearly destroyed by fire, and the fact that she tenders rent shows an intention to retain possession. It is considered that this would be sufficient to enable her to retain the right to do so when the house is rebuilt, and that she is a person interested who could have asked insurance company to apply the insurance money in rebuilding the house under the Fires Prevention (Metropolis) Act, 1774 (held to be of universal application: See *Sinnott* v. *Bowden* [1912] 2 Ch. 414). In *Leslie* v. *Cumming* [1926] 2 K.B. 417, Roche, J., evidently thought that the fact the tenant intended to return was a point of importance.

2. It is considered for reasons given above an application for recovery would be unsuccessful.

3. As an application can only be made on the ground that the tenancy has been determined by notice to quit, it seems that an application for possession could be made under the Small Tenements Act since B is a tenant by virtue of s. 12 of the Rent Restrictions Act, 1920, but the same law would, of course, have to be applied.

Contract with Married Woman by Agent Contracting Personally for Undisclosed Principal.

Q. 2217. The interest payable under a mortgage of certain property having become in arrear, we, on behalf of the mortgagees, instructed a married woman (on the recommendation of other solicitors) to collect the rents and generally manage the property, which is situate some hundred miles from our office. For a time, quarterly statements and cheques for the credit balance were duly sent to us, but recently we have had some difficulty in obtaining them, and we have begun to fear that the agent may possibly make default. In the event of her doing so, we should like to know of the remedies our clients would have, and particularly (1) whether she will have committed a tort in respect of which her husband (with whom she is living) may be sued jointly with her; (2) if so, whether the claim would be for damages equivalent to the net balance of rents that had not been paid over; and (3) whether the action could be brought by us personally, in view of the agent's always having received her instructions from us and having no knowledge of our clients, or whether it would have to be brought in the names of our clients, the mortgagees. A reference to any cases deciding that a husband may be joined as a defendant in circumstances similar to the above would be helpful.

A. Even if there is any liability in tort—and we confess we can see no ground for an action of tort, unless it be for negligence in the non-collection of rents by reason of which a loss was incurred—it would be a tort arising out of contract and the case of *Edwards* v. *Porter* [1925] A.C. 1, is conclusive that the husband is under no liability for his wife's tort arising out of contract. The appropriate action would seem to be one (against the wife) for account and payment of the balance as money received or for a definite sum as money received, if the sum is known. "It is a well-established rule of law that where a contract not under seal is made by an agent in his own name for an undisclosed principal, either the agent or the principal may sue on it." "Leake on Contracts," 4th ed., p. 335, quoting from *Sims* v. *Bond*, 5 B. & Ad. 393. If the principal intervenes, however, the right of the agent to sue ceases, though the defendant can still set off any claim against the agent arising before he was aware of the agency. Of course, if there has been an intentional misappropriation, the woman might be prosecuted under s. 20 (1) (lv) (*b*) of the Larceny Act, 1916.

Owners' Rights under Hire-Purchase Agreement.

Q. 2218. Is the owner of goods under a hire-purchase agreement who has sued the hirer in the county court for arrears of hire instalments, but who has not yet been paid, debarred from exercising the right to re-take the goods under the powers contained in the agreement? In this respect does it make any difference whether the amount for which proceedings in the county court have been taken, represents the balance of instalments payable under the hire-purchase agreement, or whether further rent is still accruing?

A. It is assumed that the owner has not only sued the hirer, but has also obtained judgment against him, the result of which is that he is debarred from exercising the right to re-take the goods—provided that the agreement contains no undertaking or obligation to purchase, as in *Helby* v. *Matthews* [1895] A.C. 471. The second paragraph of the question implies, however, that the agreement may constitute an actual sale, at a price to be paid by instalments (as in *Lee* v. *Butler* [1893] 2 Q.B. 318), since it is only in that event that proceedings would be taken for unpaid instalments while further rent is still accruing. The above two cases were considered in *Taylor* v. *Thompson* [1930] W.N. 16, and it should be ascertained which of the two governs the present case. See further the "Practice Note" entitled "Sale of Goods held upon Hire Purchase" in our issue of the 14th March, 1931 (75 Sol. J. 186).

Notes of Cases.

House of Lords.

Forth Conservancy Board *v.* **Inland Revenue Commissioners,** 11th May.

INCOME TAX—CONSERVANCY BOARD—SHIPPING DUES—SURPLUS REVENUE—PROFITS OR GAINS—SCHED. D, CASE VI.

This was an appeal from the First Division of the Court of Session reversing a determination of the Commissioners for the district of Stirling.

The appellant board was constituted for the purpose of regulating and improving the navigation of the upper portion of the Firth of Forth and was authorised to levy shipping dues from the owners of ships using the river, and those dues were the sole revenue of the board. In a former appeal between the same parties (1929, A.C. 213) the House decided that the board was not assessable under Sched. A, No. III, r. 3, as the dues were not profits arising out of land. The question raised by this appeal was whether the board had been rightly assessed under Sched. D in respect of those dues as being profits or gains within Case VI of that schedule. The Commissioners answered the question in the negative, but the First Division answered it in the affirmative and reversed the decision of the Commissioners.

Lord BUCKMASTER (whose judgment was read by Lord Macmillan) said that in his opinion the judges of the First Division were right in holding that the assessment could not be supported under Case I. To manage the navigation of a river and to charge dues for ships was not a trade, nor a concern in the nature of a trade. At the same time, he was clearly of opinion that the moneys received were annual profits or gains, and in *Mersey Docks* v. *Lucas*, 8 App. Cas. 891, it was clearly decided that the purpose to which annual profits or gains were applied could not affect the liability to tax. It was true that in that case the docks authority held a large quantity of real estate, but that fact did not alter the principle of the decision. The principle of the *Mersey Docks Case* appeared to him to cover the present one, but it was argued that it was not an express decision on the point, and that by analogy to the principle that exempted rating authorities, the appellants ought to be exempted here. It was contended by the appellants that the shipping community as a whole occupied a similar position to that of the ratepayers, but he found the analogy too far drawn to be acceptable. A class of persons connected only by the fact that they owned shipping could not possess the same characteristics as a body like ratepayers. He thought the interlocutor appealed from was correct and that the appeal should be dismissed.

Lords DUNEDIN, WARRINGTON, THANKERTON and RUSSELL agreed that the appeal should be dismissed.

COUNSEL: *Latter*, K.C., *Cooper*, K.C., and *Montgomery*; *The Lord Advocate*, *Reginald Hills* and *A. N. Skelton*.

SOLICITORS: *Grahames, Chapple & Co.*, for *James Learmouth*, Stirling, and *Laing & Motherwell*, W.S., Edinburgh; *Solicitor for England of Board of Inland Revenue* for *Solicitor for Scotland of Board of Inland Revenue*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Nethaway *v.* **Brewer.**

Avory, Swift and Finlay, JJ. 31st March.

ANIMALS—CARRIAGE IN VEHICLES—CLEANSING AND DISINFECTING VEHICLES—"CONSECUTIVE JOURNEYS" BETWEEN SAME POINTS—TRANSIT OF ANIMALS (AMENDMENT) ORDER, 1930, S.R. & O., 1930, No. 702.

Case stated by justices for the county of Devon.

An information was preferred by the present respondent, a sergeant of police, under the Orders of the Board of Agriculture and Fisheries made under the Diseases of Animals Acts, 1894 to 1927, against the present appellant, John R. Nethaway, for that he on the 8th December, 1930, at Stibb Cross, in the County of Devon, did unlawfully, after using a motor van for the carriage of animals, fail to cleanse and disinfect the same before placing other animals therein contrary to the Transit of Animals (Amendment) Order, 1930, Art. 1. At the hearing of the information on the 10th January, 1931, the following facts were proved or admitted: The appellant was a cattle dealer. On the morning of the 8th April, 1930, he took from his premises, "Kildale," to Stibb Cross, in his motor van, used exclusively for the conveyance of animals in connexion with his business as a cattle dealer, twelve lambs. At Stibb Cross, after removing those lambs from the van, and before moving, cleansing or disinfecting it, he on the same morning placed therein a calf to be taken to his premises at "Kildale." On being spoken to by a police constable he removed the calf and cleansed and disinfected the van, and returned that day with the calf in it to "Kildale." The appellant contended that no offence against the order had been committed by placing the calf in the van for conveyance to "Kildale" before cleansing and disinfecting the van. The respondent submitted that an offence had been committed within Art. 1 of the Order. The justices took the view that, as the object of the Order was the prevention of the carrying and dissemination of disease, the introduction into the van of another animal from a point other than the starting point before cleansing the van, was an offence within the meaning of the Order. The appellant now appealed.

AVORY, J., said that it was admitted that what had been done would have been an offence under Art. 1 of the Order of 1930, if the appellant's vehicle was not on the occasion in question making "consecutive journeys" between the same two points within the meaning of the proviso to para. 1 of that article. The justices seemed to have taken the view that that expression meant consecutive journeys, each of which consisted of both an excursion to the market and a return home. Where, as here, the vehicle was making a return journey home from the market, Art. 1 did not apply before the completion of the return journey.

SWIFT and FINLAY, JJ., agreed.

COUNSEL: *W. B. Odgers*, for the appellant; the respondent was not represented by counsel.

SOLICITOR: *T. Oerton, Junr.*, Bideford.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division

Iles *v.* **Iles.** Lord Merrivale, P., and Langton, J. 14th April.

HUSBAND AND WIFE — MAINTENANCE ORDER — WILFUL NEGLECT TO MAINTAIN—CURRENT SEPARATION DEED—PROVISION FOR ARBITRATION—WIFE NOT ESTOPPED BY DEED.

This was an appeal from an order made by the Swindon Justices directing the husband to pay to the wife £2 per week maintenance on the ground of wilful neglect to maintain.

In 1927, the husband petitioned for divorce. The jury disagreed and subsequently the petition was dismissed. A cross petition by the wife for judicial separation was compromised by a separation deed entered into by the parties in October, 1928. Under the deed the husband covenanted to pay to the wife *dum casta* during their joint lives a sum making up one-third of their joint incomes, to be ascertained in a manner prescribed, any dispute as to amount to be submitted to arbitration. Before the justices the wife alleged that payments by the husband had been inadequate and that accounts submitted by him were unreliable, and that being entirely without means she had not been able to go to arbitration. On behalf of the husband it was contended that the deed was a bar to the wife's summons, there having been no

breach of any of the covenants on the part of the husband. The justices held that there was nothing in the deed to deprive the wife of her right to apply for a maintenance order. On appeal the husband mainly relied upon the ground that the wife was estopped from applying to the justices during the subsistence of the separation deed.

Lord MERRIVALE, P., in giving judgment, said that the right of a married woman to maintenance was independent of any specific contract and antecedent to any statutory provision, and in that fact was found the true answer to the submission that the wife could not be heard because she had not followed the procedure by arbitration prescribed under the deed. The wife had not bound herself for good consideration not to make any application outside the procedure provided in the deed. The deed did not expressly or by proper implication exclude her rights as a married woman. The simple provision in the Summary Jurisdiction (Married Women) Act, 1895, governed the case perfectly, and the husband had no answer to it. On the evidence the justices were justified in making the order. The appeal would be dismissed with costs.

LANGTON, J., agreed.

COUNSEL: *S. R. Sidebottom*, for the appellant; *Noel Middleton*, for the respondent.

SOLICITORS: *Arthur Taylor & Co.*, for *Titley, Long and Vale*, Bath; *Morris, Woolsey, Morris & Kennedy*, for *Morrison and Masters*, Swindon.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at 60, Carey Street, London, on the 13th May, Mr. Ernest F. Dent, in the chair. The other directors present were:—Sir E. F. Knapp-Fisher, and Messrs. E. E. Bird, F. E. F. Barham, A. C. Borlase (Brighton), P. D. Botterell, C.B.E., W. A. Coleman (Leamington), E. R. Cook, C.B.E., T. G. Cowan, T. S. Curtis, A. G. Gibson, O. J. Humbert, C. G. May, H. W. Michelmore (Exeter), E. C. Ouvry, L. F. Paris (Southampton), and H. F. Plant.

One thousand and ninety pounds was distributed in grants of relief; fifteen new members were admitted; Mr. W. Maclaren Francis (Cambridge) was elected a director; and other general business was transacted.

Middle Temple and Gray's Inn.

For the first time in the history of the two Societies the Treasurer (Sir Alfred Tobin) and Masters of the Bench of the Middle Temple entertained at dinner in their Hall on Friday, the 15th May, the Masters of the Bench of Gray's Inn.

The Benchers of Gray's Inn present were The Rt. Hon. Sir Dunbar Plunket Barton, Bart., K.C., The Rt. Hon. Lord Merrivale, Edward Clayton, Esq., K.C., The Rt. Hon. Lord Atkin, Sir Montagu Sharpe, K.C., The Rt. Hon. Lord Justice Greer, The Rt. Hon. Sir Robert Horne, G.B.E., K.C., M.P., Sir Alexander Wood Renton, G.C.M.G., K.C., W. Clarke Hall, Esq., The Rt. Hon. Lord Thankerton, The Rt. Hon. Lord Greenwood, K.C., Bernard Campion, Esq., K.C., The Rt. Hon. Lord Morison, J. W. Ross-Brown, Esq., K.C., James Whitehead, Esq., K.C., Frederick Hinde, Esq., R. Storry Deans, Esq., A. Andrewes Uthwatt, Esq., G. Malcolm Hilbery, Esq., K.C., Noel Middleton, Esq., N. L. C. Macaskie, Esq., K.C., W. Trevor Watson, Esq., K.C., Sir Albion Richardson, C.B.E., K.C., The Rev. Canon W. R. Matthews, D.D. (Preacher), D. W. Douthwaite, Esq. (Under Treasurer, Gray's Inn).

The Treasurer of Gray's Inn (Sir Cecil Walsh, K.C.) was unfortunately prevented by illness from attending.

In addition to the Treasurer the following Benchers of the Middle Temple were present: Sir Robert McCall, K.C.V.O., K.C., LL.D., His Honour Judge Ruegg, K.C., A. Macmorran, Esq., K.C., The Rt. Hon. Sir Ellis Hume-Williams, Bart., K.B.E., K.C., Butler Aspinall, Esq., K.C., The Hon. Mr. Justice Horridge, The Rt. Hon. Lord Craigmyle, The Rt. Hon. Viscount Dunedin, G.C.V.O., The Hon. Mr. Justice McCardie, L. De Gruyther, Esq., K.C., E. A. Mitchell-Innes, Esq., C.B.E., K.C., The Rt. Hon. Edward Shortt, K.C., C. F. Lowenthal, Esq., K.C., His Honour Judge Holman Gregory, K.C., St. J. G. Micklethwait, Esq., K.C., Henry Bond, Esq., LL.D., Sir Lynden Macassey, K.B.E., K.C., LL.D., Heber Hart, Esq., K.C., LL.D., The Rt. Hon. Lord Salvesen, The Hon. Mr. Justice Hawke, The Hon. S. O. Henn-Collins, C.B.E., The Rt. Hon. Viscount Finlay, K.B.E., A. M. Dunne, Esq., K.C., Sir H. S. Cautley, Bart., K.C., M.P., J. M. Gover, Esq., K.C., J. Bruce Williamson, Esq., H. C. S. Dumas, Esq., Stuart Bevan, Esq., K.C., M.P., His Honour Judge Sir Thomas Artemus Jones, K.C., J. G. Hurst, Esq., K.C., W. N. Raeburn, Esq., C.B.E., K.C., W. E. Vernon, Esq., W. T. Lawrance, Esq., K.C., J. Scholefield, Esq., K.C., W. Craig Henderson, Esq., K.C., J. D. Cassels, Esq., K.C., E. H. Tindal Atkinson, Esq., C.B.E., Walter Frampton, Esq., The Rt. Hon. Ian Macpherson, K.C., M.P., J. Bowen Davies, Esq., K.C., Col. Sir Henry Foster MacGeagh, K.B.E., K.C., Canon S. C. Carpenter (Master of the Temple), T. F. Hewlett, Esq. (Under Treasurer, Middle Temple).

The toast of "Prosperity to Gray's Inn" was proposed by Sir Alfred Tobin and Lord Merrivale replied.

The toast of "Prosperity to the Middle Temple" was proposed by Lord Atkin and Sir Robert McCall replied.

City of London Solicitors' Company.

Mr. F. M. Guedalla, the retiring Master, presiding at the twenty-second annual general meeting of this Company, announced the decision of the Court to support The Law Society in its advocacy of Sir Dennis Herbert's Solicitors Bill as against the Solicitors (Clients' Accounts) Bill introduced by Sir John Withers. Certain improvements in the unpopular Finance Bill had been secured by Past Master H. D. P. Francis at an interview with the chiefs of the Inland Revenue Office. The Court was, he said, prepared to give every assistance to the profession in its attempt to reduce the costs of litigation. It had recommended the solicitors' clerks' pension fund to all its members.

In recognition of the loyal and enthusiastic service to the Company of Mr. Arthur T. Cummings, its Clerk, now retiring after eleven years' strenuous service, the meeting unanimously elected him a member of the Court for the ensuing year.

At a subsequent meeting of the Court the following officers were elected: Master, Mr. J. H. N. Armstrong; Senior Warden, Mr. R. S. Frazer; Junior Warden, Mr. M. C. Matthews; Senior Steward, The Hon. E. G. Eliot; Junior Steward, Mr. E. G. Roscoe; Clerk, Mr. C. B. Matthews.

Hardwicke Society.

ANNUAL DINNER.

Prince Arthur of Connaught was the guest of the Hardwicke Society at their annual dinner at the Hyde Park Hotel, Knightsbridge, on Thursday, the 14th inst. The President, Mr. G. G. Raphael, was in the chair, and in proposing the loyal toast said that they welcomed Prince Arthur not only as a member of the Royal Family but as a Royal Bencher of Gray's Inn. Without assistance from the Inns of Court the work of the society could not succeed. Mr. Justice Charles replied to the toast of "The Bench," and Sir Patrick Hastings responded to that of "The Bar," both of which were submitted by Mr. Vyvyan Adams (Treasurer). Mr. Colin Pearson, Vice-President, submitted the toast of "The Guests," and Mr. Harold Nicolson replied. Others present included:—Master Valentine Ball, Major J. L. Wickham, Sir William Waterlow, Colonel C. S. Samman, Colonel Sir Stuart Sankey, Major Thomas Lishman, Mr. J. Bowen Davies, Mr. G. C. Tyndale, Mr. William Latey, Dr. William Lee and Mr. Lynn Ungoed-Thomas (Secretary).

Law Students' Debating Society.

REPORT OF MEETING.

The Annual Meeting for the ninety-second session was held at The Law Society's Hall on Tuesday, 12th May, Mr. W. S. Jones being in the chair. The accounts and reports for the session were presented and adopted, and officers for the next session elected. The following facts are taken from the Committee's report: During the session debates on twelve legal and fourteen general subjects, three joint debates with other societies, and a dance have been held. The average attendance has been twenty-three, a figure only once exceeded since the war, and the average number of speeches at each meeting has been twelve. Forty-six new members have been elected, and twenty members have become life members, both these figures constituting records for the years since the war. The total membership has risen to 376.

The Society's handbook is being reprinted, and any changes in descriptions and addresses of members should be notified to the secretaries at once.

The next session will commence on Tuesday, 6th October.

Barristers, solicitors and law students desirous of joining the Society should communicate with the Secretaries, Mr. H. J. Baxter, of Farrars Building, Temple, E.C.4, and Mr. C. F. S. Spurrell, of the Solicitors' Department, County Hall, S.E.1.

THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE.

ANNUAL DINNER.

The annual dinner of the Auctioneers' and Estate Agents' Institute of the United Kingdom was held on Thursday, 14th May, at the Connaught Rooms, London.

The chair was taken by Mr. George F. Page, J.P. (the President), and there were some 400 members and guests present.

After the loyal toasts had been duly honoured, The Hon. Mr. Justice McCardie, proposing the toast of "The Auctioneers' and Estate Agents' Institute of the United Kingdom," said that it gave him great pleasure to couple that toast with the name of the President, who carried out his duties with tact and kindliness. (Applause.) The Auctioneers' Institute was founded in 1886, some forty-five years ago, and an important event occurred in 1926, when the Institute entered into the bonds of matrimony with the Estate Agents' Institute. The alliance had been most successful; throughout the country there were many vigorous branches, and the family of the union amounted to no fewer than 6,300, each one of whom was proud of his membership of the Institution and loyal to its tenets and ideals. (Hear, hear.) He believed that each one was also proud of the Institute's great home in Lincoln's Inn, which had been opened by the Prince of Wales some six years ago, and of the admirable journal which was published every month by the Institute. (Hear, hear.)

This great body represented a newly organised profession, and he felt, as he looked at the President, that his election to that office, which he was soon to vacate, was a great tribute not only to his character, but also to his ability and integrity and the honour in which he was held. (Applause.) He believed he was right in saying that there was no more important profession in the country than that which dealt with real and personal property. It was a profession that would grow in importance; it would increase in weight because it was a profession which touched the vital interests of innumerable citizens through the whole of the realm.

He could not help reflecting on the vast importance of great associations such as this to the life of the nation. He did not care whether they took this Institute, or the Accountants, or the Engineers, or even the Lawyers—(laughter)—but he asked them to consider what such associations meant. They diffused professional knowledge; they maintained professional etiquette, and, more than that, they supported and strengthened that high standard of honour which was essential throughout the length and breadth of the land. (Applause.) Traditions might sometimes be inspirations, but they might also be fetters which bound men to out-worn ideas and antique methods, but this Institute had been born into a modern world. It was a great thing to inherit traditions, but it was a far greater thing to create traditions which would help a future generation. (Applause.) Year by year and decade by decade this great Institute was creating traditions which would help those who came after them.

He had been to more than one of those gatherings and had been struck by their prevailing cheerfulness. What was the reason for that? He could not help feeling that there were several reasons. First of all they had been able to master what the lawyers could not as yet master—the real property legislation of the last seven years—(laughter)—and they had also been able to master what the lawyers did not want to master very much, and that was the effect of the Local Government and Rating Legislation of the last seven years. Then there was something more than that; they doubtless felt themselves able not only to master, but also to profit by the land tax proposals which were at present under discussion. (Laughter.)

The Institute might justly be proud of its achievements in the past, and it was fulfilling at the present time a great and useful purpose; it was built upon sure and lasting foundations, and every one of their visitors had a confident feeling that it would enjoy to the full a distinguished and most prosperous future. (Loud applause.)

The President, who, on rising to reply, was received with loud applause, said: Mr. Justice McCardie, Your Worships and gentlemen, I desire, on behalf of the Auctioneers' and Estate Agents' Institute and on my own account, to express my sincere appreciation of the very kindly and generous reception which you have given to this toast, so delightfully proposed by Mr. Justice McCardie. Words fail me to express adequately what I really feel in regard to your kindness, but I do assure you that my gratitude is most true, deep and sincere. I fully realise that your applause and the expressions which have been used are really intended for the Institute itself in recognition of what it has done and is doing for the good of the profession and the welfare of its members.

We have listened with rapt attention to the delightful speech of Mr. Justice McCardie. I do not propose to enlarge on the question of the Institute, because an attempt to do so after his speech would be like painting the lily. We hear much about mankind thirsting for knowledge. That is no doubt a very laudable desire, but I venture to think that in these times of pressing need for efficiency, in this country at any rate, man is rather hungry for skill, both of body and of mind, skill in government, skill in administration, skill in manual work and bodily exercise, and especially skill in professional work and mental activities. (Applause.)

Our Institute provides both for the thirsty and for the hungry. By our educational and examination system we foster, encourage and ascertain knowledge, and by subsequent training and practical experience we ensure skill. There is one branch of our professional skill which appears likely to be in considerable demand after our return from the summer holidays; that is skill in the valuation of a peculiar commodity which is described in high quarters as "a unit of land." (Laughter.) That does not sound much, but we are told that there are some 10,000,000 or 12,000,000 of those units. Special skill is needed because those units are not to be valued as they are but as they are supposed or imagined to be if denuded of all buildings and works—with exceptions, whatever that may really mean.

The estimate of the cost of this valuation is put at from 2s. 6d. to 3s. per unit. You gentlemen here will realise that imagination must mostly be brought into play in order to get the work done at that price. (Laughter.) Skill will also be needed to decide when agricultural land is not agricultural land—(Laughter)—or in other words when it is worth more than its value for agricultural purposes. I think this means a rather difficult task and I am sure that there will be a surprise—if ever these things do come to pass—in store for many an occupying small owner when he realises the result of these so-called valuations.

So far, I have seen no proposal to debit the community with the worsenment or loss to agricultural land through going out of cultivation or becoming derelict, which within the last few years has happened to thousands of acres, owing to the action of the community in demanding cheap food regardless of consequences. If owners of land which has improved through social conditions are to be taxed, surely owners of land which, through similar social conditions, has deteriorated should be compensated. (Hear, hear, and laughter.) I should have thought that enough estates had been cut up and disposed of during the last twenty-five years to appease even the ancient individual who objected to the text, "The earth is the Lord's" as he thought the Commons should have had some of it. (Laughter.)

Nowadays it apparently belongs to "The people," or rather the people prefer the best of it; they do not hanker after the cold clay of Essex, which is going derelict.

It seems to me that anyone who owns more than £120 worth of land is not a "child of the Creator" or a member of "The Community," but is rather an outcast—(Laughter) except when the latter wants a subscription to the village cricket club or the League of Young Communists. (Laughter.)

In a few hours it will be my duty to hand over the presidency to my successor, Mr. Roland Field. It is a great pleasure to me to have such an able, popular and genial member of the Council to succeed to me.

In conclusion, he desired to tender his grateful and sincere thanks to members of Council, chairmen, and hon. secretaries of branches and their committees for the support and goodwill given to him throughout his year of office. He especially thanked Mr. Blake, the secretary, and his able lieutenant, Mr. Sydenham, and all the headquarters staff. He also wished to thank publicly his partner, Mr. Sydney Bennett, for cheerfully taking on the extra work which had fallen on his shoulders, and every member of his own staff for their share in helping him through, and particularly for the charming memento which he had received from them. (Loud applause.)

Mr. C. Roland Field (President-Elect), proposing the toast of "Our Guests," said that it was customary for them to invite to their annual banquets men famous in various walks of life, so that they might tell them about their ambitions and activities. They might be tempted to wish that the activities of some of their guests were not so great—especially those who had the good fortune to be Members of Parliament. Members of the Institute really had not time to read the multifarious Acts of Parliament which were the result of the labours of those gentlemen. He had seen it stated that during

the past thirty years the legislature had produced no fewer than 3,000 Acts of Parliament, or at the rate of two a week. That was apart from ministerial orders and regulations which were supplementary to the Acts and without which a modern Act of Parliament would appear to be quite ineffective. (Applause.)

This toast was responded to by Sir Charles Howell Thomas, K.C.B., C.M.G., Secretary to the Ministry of Agriculture and Fisheries, and by Sir Roger Gregory, LL.D., President of The Law Society.

Parliamentary News.

Progress of Bills.

House of Lords.

Agricultural Land (Utilisation) Bill.
Read Third Time. [21st May.
Ancient Monuments Bill [H.L.]
Commons Amendments agreed to. [14th May.
Architects (Registration) Bill.
Read Third Time. [21st May.
Local Authorities (Publicity) Bill.
Read Third Time. [19th May.
London Squares Preservation Bill.
Read Third Time. [7th May.
Marriage (Prohibited Degrees of Relationship) Bill.
Read First Time. [6th May.
Merchant Shipping (Safety and Load Line Conventions) Bill.
Second Reading deferred to 9th June. [19th May.
Pharmacy and Poisons Bill [H.L.].
Read Third Time. [30th April.
Public Offices (Sites) Amendment Bill.
Commons Resolutions agreed to. [30th April.
Salvation Army Bill.
Read First Time. [20th May.
Small Landholders and Agricultural Holdings (Scotland) Bill.
Committee. [12th May.
Widows, Orphans and Old Age Contributory Pensions Bill.
Read Second Time. [19th May.
Wills and Intestacies Bill.
Joint Committee. [20th May.
Workmen's Compensation Bill.
Committee. [20th May.

House of Commons.

Access to Mountains Bill.
Read First Time. [12th May.
Agricultural Land (Utilisation) Bill.
Reported with Amendments. [7th May.
Agricultural Marketing Bill.
In Committee. [7th May.
Architects (Registration) Bill.
Read Third Time and passed. [17th April.
Criminal Justice (Amendment) Bill.
Read First time. [28th April.
Employment Returns Bill.
Read Second Time. [17th April.
Fancy Jewellery (Standard Trade Descriptions) Bill.
Read First Time. [19th May.
Finance Bill.
Read Second Time. [20th May.
Fire Brigade Pensions Bill.
Read First Time. [19th May.
Housing (Rural Workers) Amendment Bill.
Read Third Time. [21st May.
Hospital Lotteries Bill.
Rejected on First Reading. [19th May.
Leasehold Enfranchisement Bill.
Motion for Second Reading. [1st May.
Local Authorities (Publicity) Bill.
Read Third Time. [12th May.
London Passenger Transport Bill.
In Committee. [12th May.
Marriage (Prohibited Degrees of Relationship) Bill.
As amended (in the Standing Committee) considered; read Third Time and passed. [1st May.
Mining Industry (Welfare Fund) Bill.
Read Third Time. [12th May.
National Industrial Council Bill.
Second Reading deferred. [30th April.
Palestine and East African Loans Bill.
As Amended, Considered. [15th May.
Petroleum Bill.
Read First Time. [22nd April.
Post Office Telegraph (Money) Bill.
Read Third Time. [21st May.
Proprietary Medicines Bill.
Read First Time. [11th May.
Registration and Regulation of Osteopathy Bill.
Withdrawn. [12th May.
Religious Persecutions (Abolition) Bill.
Read First Time. [19th May.
Representation of People (No. 2) Bill.
As amended, considered. [20th May.
Rural Amenities Bill.
Withdrawn. [14th April.
Shops (Sunday Trading Restriction) Bill.
Read First Time. [29th March.
Summary Jurisdiction (Appeals) Bill.
Read Second Time. [24th April.
Sunday Performances (Regulation) Bill.
Read Second Time. [20th April.
Town and Country Planning Bill.
In Committee. [21st May.
Vaccination Bill.
Read First Time. [29th March.
Widows, Orphans, and Old Age Contributory Pensions Bill.
Read Third Time. [30th April.
Workmen's Compensation Bill.
Read Third Time. [24th April.
Works Council Bill.
Second Reading deferred. [30th April.
Sharing Out Clubs (Regulation) Bill.
Read Second Time. [24th April.

House of Commons.

Questions to Ministers.

JUDICIAL PROCEEDINGS (NEWSPAPER REPORTS).

Mr. MATTERS (for Mr. MARLEY) asked the Attorney-General whether his attention has been called to the statement published in the *Northern Echo* of 15th May that summonses are being taken out against certain coalowners in Scotland and South Wales for breaches of the Coal Mines Act, 1930; and whether he has considered the matter from the point of view of a breach of the Official Secrets Act being involved.

THE ATTORNEY-GENERAL (Sir William Jowitt): My attention has been called to the publication of the statement in question in this and in another newspaper. I have on two occasions explained to the House that I do not think the drastic powers of search and interrogation conferred by the Acts should be exercised except in cases where there is reason to suspect official leakage and where serious issues are involved. No such considerations apply to the present case, and I do not therefore propose to take any action.

SHARING-OUT CLUBS BILL.

Mr. D. G. SOMERVILLE asked the Prime Minister whether, in view of the frequent cases of fraud and defalcation by secretaries of sharing-out clubs and of the comments made recently in the courts upon the case of which particulars have been sent to him, he will consider giving facilities this Session to the Sharing-Out Clubs Bill.

THE PRIME MINISTER: As my hon. friend the Financial Secretary to the Treasury showed on the Second Reading of the Bill on 24th April, the Measure in its present form is not wholly adequate to secure its objects and in view of the great pressure on Parliamentary time I am afraid it is not possible for special facilities to be provided for the necessary amendment of the Bill.

LICENSING (ROYAL COMMISSION).

Replying to Captain CROOKSHANK, Mr. CLYNES said I understand that the Royal Commission has finished taking licensing evidence, and is at present actively engaged in considering its report, but I am not in a position to say when the report will be available.

CENSUS.

Mr. D. G. SOMERVILLE asked the Minister of Health the number of householders who have refused to fill in any census forms at all on religious or other grounds.

Mr. GREENWOOD: I am not as yet in a position to give any precise figures. So far, however, some twenty cases have been reported, of which a number have been satisfactorily disposed of, while the remainder are under consideration with a view to legal proceedings.

LONDON PASSENGER TRANSPORT BILL.

Replying to Mr. BARNES, who suggested that the terms of settlement should be published as a White Paper, Mr. HERBERT MORRISON said the basis of transfer of their undertakings to the proposed London Passenger Transport Board accepted by the underground group of companies has been embodied in Amendments to the Bill which have been laid before the Joint Committee. The heads of agreement with the main line companies have also been printed and circulated to that committee. Both matters are thus before the committee.

TITHE RENT CHARGE.

Mr. GRANVILLE asked the Minister of Agriculture if he intends introducing legislation to amend the 1925 Tithe Act.

Dr. ADDISON: The answer is in the negative.

BLIND PERSONS ACT.

Mr. MANSFIELD asked the Minister of Health if, in view of the hardships at present being endured by many blind persons in this country, the Government will consider introducing legislation in the near future to amend the Blind Persons Act with a view to increasing their present pensions.

THE PARLIAMENTARY SECRETARY TO THE MINISTRY OF HEALTH (Miss LAWRENCE): My right hon. Friend regrets that at present he cannot contemplate the introduction of legislation to amend the Blind Persons Act. Local authorities have powers under the Act to supplement the pensions payable to blind persons where need is shown, and the large majority of the authorities are already exercising these powers.

Legal Notes and News.

Honours and Appointments.

Mr. FRANK KNOWLES, solicitor, the Assistant Town Clerk of Stockport since 1919, has now been appointed Town Clerk in succession to Mr. Robert Hyde, who will retire in July.

Mr. DANIEL JOHNS, barrister-at-law, has been appointed Clerk to the Carmarthenshire Council and Clerk of the Peace.

Mr. F. C. M. FORWARD, Deputy Town Clerk, Bromley, has been appointed Deputy Town Clerk of Hampstead, in succession to Mr. Kent Wright.

Mr. H. LEONARD PORCHER, solicitor, Clerk to the Pontypridd Urban District Council, has been elected President of the Society of Clerks to Urban District Councils of England and Wales.

The Lord Chancellor has appointed Mr. ALFRED HILDESLEY, K.C., to be the Judge of the County Courts on Circuit No. 33 (Essex and Suffolk) in the place of His Honour Judge Chetwynd Leech, deceased.

Professional Announcements

(2s. per line.)

The partnership hitherto subsisting between Messrs. R. A. MOGER, GEO. E. HUGHES, and W. MOGER (Collins, Moger and Hughes), solicitors, 5, Queen-square, Bath, has been dissolved as from the 14th April, 1931. Mr. Hughes will in future practise at 15, Gay-street, Bath, in the firm name of "Collins & Hughes" (Tel., Bath 4590), and Messrs. R. A. and W. Moger, with Mr. C. L. P. Gilshenan, will in future practise at No. 38, Gay-street, Bath, in the firm name of "Moger and Gilshenan" (Tel., Bath 2478).

WHAT INNS OF COURT WOULD PAY IN LAND TAX.

The *Daily Telegraph* recently drew attention to the serious effect of the proposed land tax on the four Inns of Court, which do not appear to come within any of the indicated exemptions. It now adds that the aggregate value of the hereditaments of the Inner and Middle Temples alone is estimated at £10,000,000, and a tax of a penny in the pound would saddle the holders with an additional burden of rather more than £40,000 a year. The position of Lincoln's Inn and Gray's Inn is precisely similar, in each case the value of the hereditament running into millions sterling.

A joint effort is anticipated to secure exemption for properties whose amenities the public, within certain limits, share with the lawyers.

WOOLWICH EQUITABLE BUILDING SOCIETY.

At a meeting of the board of directors, held on Friday, the 15th May, Colonel E. H. Eley, architect and surveyor, was elected a director of this society.

SOLICITORS AND AUCTIONEERS AT CRICKET.

The Colchester and East Essex Cricket Club met a team representing Colchester solicitors and auctioneers in the Castle Park, Colchester, on Wednesday, the 13th inst. The Club compiled a score of 140 for 4 wickets against 82.

LAW OF THE OPEN WINDOW.

Mr. Justice Wright, at Reading Assizes, on Wednesday, the 20th inst., stopped a case in which Stanley Philip Johnson, aged thirty-one, a draughtsman, was charged with breaking and entering the residence of Sir Leslie Wilson, ex-Governor of Bombay, with intent to commit a felony, at Wokingham.

The judge directed the jury to return a verdict of not guilty, ruling that forcing open a partly open window did not constitute breaking in.

DIVORCE SPEED-UP.

In the five weeks since the High Courts resumed for the Easter Sittings, on 14th April, the Divorce Court judges have disposed of over 600 cases. All the undefended petitions, about 500, have been heard.

At the commencement of the term there were 232 defended cases awaiting hearing, and of these 120 have been disposed of.

The Divorce Court judges are so well abreast of their work that they are now dealing with cases set down for hearing as recently as January last.

DISPUTE OVER THREE INCHES OF LAND.

An action in which Mr. Justice Luxmoore commented strongly on the expense involved in litigating what he described as a "trivial" dispute came to an end in the Chancery Division on Wednesday, the 20th inst., after a hearing that had lasted four days.

Mr. Samuel Stephen Nutt sued Mr. J. Howse claiming an injunction to restrain Mr. Howse from damaging a gatepost in Peterborough Mews which the defendant said had been erected "entirely or almost entirely" on his land.

His Lordship: Surely an inch one way or the other is a thing the court does not consider. I am absolutely astounded that two people, living side by side, should fight an action about three inches of land. It is an abuse of the process of the court. There is a rule which says the High Court will not entertain an action where the subject-matter is less than £10 in value.

Counsel stated that strenuous efforts had been made to settle the dispute.

His lordship, giving judgment, said that the parties had spent a good deal more in costs than the whole value of the property. He was satisfied, however, that there was no trespass on the defendant's land, and that plaintiff was entitled to an injunction with costs.

Judgment was entered accordingly.

ASSIZES AND TRAFFIC CASES.

When a motorist was charged at Reading Assizes on Wednesday, the 20th inst. (says *The Morning Post*) with driving a motor car whilst under the influence of drink to such an extent as to be incapable of having proper control of the vehicle, Mr. Justice Wright protested against such cases under the Road Traffic Act being sent for trial at the Assizes.

"The proper place to try these cases was at Quarter Sessions," he added. "There may be a means of penalising whoever is responsible for this course of procedure."

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THE MALTESE JUDICATURE.

Sir Arturo Mercieca, the Chief Justice, in giving evidence before the Royal Commission recently, stated that since the grant of the Constitution, the King no longer appointed Judges in Malta, but that the Governor did so, acting on the advice of his Ministers.

The Chief Justice said that the Constitutionals had, on two occasions, elevated young and inexperienced lawyers to the Bench. Having explained that judges were assigned to different courts by the Minister for Justice, Sir Arturo said that the Constitutionals had used this power to retard proceedings and select a judge favourable to themselves in some electoral cases in which they had been defendants. The Constitutionals, he said, had even threatened the Judiciary and had withheld a retiring judge's pension for nine months. The Chief Justice expressed the opinion that Italian should remain the language of the Law Courts as he considered that Maltese was unsuitable for legal argument by reason of the inadequacy of its terminology. He did not look upon Italian as being a foreign language.

CITY OF LONDON SOLICITORS' COMPANY.

GOLF CHALLENGE CUP.

Owing to the fewness in numbers of the members of the City of London Solicitors' Company who have in recent years competed for the Golf Challenge Cup no competition was held last year. By the courtesy of the London Solicitors' Golfing Society it has now been arranged that the challenge cup belonging to the City of London Solicitors' Company shall be competed for by the members of that Company at the Summer Meeting of the London Solicitors' Golfing Society, which is to be held this year on Friday 12th June next, at Walton Heath. Any members desiring to compete must also be members of the London Solicitors' Golfing Society, and it is hoped that any golfing members of our Company who are not already members of that Society will join in and compete for the cup. The annual subscription is 10s. without entrance fee, and application for membership should be made to the Honorary Secretary, Mr. H. Forbes White, Bank Buildings, Ludgate Circus, E.C.4, from whom the necessary forms and any information can be obtained.

LAW OFFICERS IN JERSEY.

Following on the appointment of Mr. C. E. Malet de Carteret, the Attorney-General of Jersey, to be Bailiff of that Island (as announced in our issue of the 23rd May), the King has been pleased to approve a recommendation of the Home Secretary that Mr. Alexander Moncrieff Coutanche, the Solicitor-General, shall be appointed to the vacant office of Attorney-General, and that Mr. Charles Walter Duret Aubin shall be appointed Solicitor-General in succession to Mr. Coutanche.

SIR B. SPILSBURY REBUKED.

Sir Bernard Spilsbury, the pathologist, was rebuked by Mr. Justice Charles for being late at a murder trial at the Old Bailey, in which the prisoner was acquitted. The judge said that by Sir Bernard's absence a man's life might have been put in peril.

Insurance Notes.

Mr. F. W. Pascoe Rutter has been re-elected chairman of the London and Lancashire Insurance Company, and Mr. C. G. Hamilton, having expressed the desire to relinquish the deputy-chairmanship, has been succeeded by the Marquis of Reading. Mr. Hamilton continues a director of the company.

The Earl of Athlone has rejoined the board of the Eagle Star and British Dominions Insurance Company on the completion of his extended term as Governor-General of the Union of South Africa.

The Court of Directors of the Royal Exchange Assurance announces the following appointments: Mr. Alexander MacDonald (formerly general manager of the Canadian branch of the Corporation and now joint secretary at the head office) to be general manager of the Corporation in succession to the late Mr. R. Connew. Mr. E. de M. Rudolf (at present joint secretary) to be joint manager and secretary, and Mr. A. E. Phelps (at present manager of the West End branch) to be joint manager.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (14th May, 1930) 2½%. Next London Stock Exchange Settlement Thursday, 11th June, 1931.

	Middle Price 27 May 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	96	4 3 4	—
Consols 2½%	60½	4 2 8	—
War Loan 5% 1929-47	102½	4 17 7	—
War Loan 4½% 1925-45	101½	4 8 8	4 7 8
Funding 4% Loan 1960-90	97	4 2 6	4 3 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	98	4 1 8	4 2 8
Conversion 5% Loan 1944-64	107	4 13 6	4 11 10
Conversion 4½% Loan 1940-44	102xd	4 8 3	4 6 0
Conversion 3½% Loan 1961	84	4 3 4	—
Local Loans 3% Stock 1912 or after	70	4 5 9	—
Bank Stock	272½	4 10 9	—
India 4½% 1950-55	78¼	5 14 8	6 2 10
India 3½%	59½	5 17 8	—
India 3%	49½	6 1 3	—
Sudan 4½% 1939-73	101	4 9 1	4 9 8
Sudan 4% 1974	92½	4 6 6	4 7 8
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	87½	3 8 7	4 2 0
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 4 0
Cape of Good Hope 4% 1916-36	98	4 1 8	4 8 0
Cape of Good Hope 3½% 1926-49	86	4 1 5	4 12 1
Ceylon 5% 1960-70	103	4 17 1	4 16 6
*Commonwealth of Australia 5% 1945-75	70	7 2 10	7 3 11
Gold Coast 4½% 1956	99	4 10 11	4 11 4
Jamaica 4½% 1941-71	98	4 11 10	4 12 3
Natal 4% 1937	98	4 1 8	4 7 6
*New South Wales 4½% 1935-1945	50	9 0 0	9 15 0
*New South Wales 5% 1945-65	53xd	9 8 8	9 9 6
New Zealand 4½% 1945	87½	5 2 10	5 16 3
New Zealand 5% 1946	97½	5 2 7	5 5 0
Nigeria 5% 1950-60	104	4 16 2	4 14 2
*Queensland 5% 1940-60	60	8 6 8	8 10 0
South Africa 5% 1945-75	103	4 17 1	4 17 0
*South Australia 5% 1945-75	70	7 2 10	7 14 6
*Tasmania 5% 1945-75	73	6 17 0	7 1 6
*Victoria 5% 1945-75	62	8 1 3	8 2 0
*West Australia 5% 1945-75	65	7 12 3	7 13 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	67	4 9 7	—
Birmingham 5% 1946-56	106	4 14 4	4 12 3
Cardiff 5% 1945-65	104	4 16 2	4 14 6
Croydon 3% 1940-60	76	3 18 11	4 10 0
Hastings 5% 1947-67	103	4 17 1	4 16 3
Hull 3½% 1925-55	83	4 4 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4 8 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	58	4 6 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	69	4 6 11	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	71	4 4 6	—
Middlesex C.C. 3½% 1927-47	90	3 17 9	4 12 0
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	67	4 9 7	—
Stockton 5% 1946-56	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	84½	4 14 8	—
Gt. Western Railway 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	81½	6 2 8	—
L. & N.E. Rly. 4% Debenture	75½	5 6 0	—
L. & N.E. Rly. 4% 1st Guaranteed	64½	6 4 0	—
L. & N.E. Rly. 4% 1st Preference	44½	8 19 10	—
L. Mid. & Scot. Rly. 4% Debenture	78	5 2 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	66½	6 0 4	—
L. Mid. & Scot. Rly. 4% Preference	44½	8 19 10	—
Southern Railway 4% Debenture	84	4 15 3	—
Southern Railway 5% Guaranteed	97½	5 2 7	—
Southern Railway 5% Preference	81	6 3 5	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

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with South and West aspects over Hyde Park.

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A HOUSE OF THE GEORGIAN PERIOD, restored and modernised throughout. Tastefully decorated and beautifully fitted.

The accommodation comprises reception hall, four reception rooms, fourteen principal, secondary and servants' bed rooms, four bath rooms, and convenient domestic offices.

Roof garden. Electric passenger and service lifts. Central heating. Independent hot water service.

To be offered for SALE by AUCTION in the HANOVER SQUARE ESTATE ROOM, on THURSDAY, 25th JUNE, 1931, at 2.30 p.m. (unless previously sold privately).

Solicitors: Messrs. NICHOLSON, FREELAND & SHEPHERD, 46, Queen Anne's-gate, S.W.1.

Auctioneers: Messrs. KNIGHT, FRANK & RUTLEY, 20, Hanover-square, W.1.

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A RESTORED AND MODERNISED HOUSE, OF THE MID-GEORGIAN PERIOD, BEAUTIFULLY DECORATED AND FITTED.

The accommodation comprises:
Lounge hall, dining room, principal and secondary drawing rooms, eight principal and servants' bed rooms, three bath rooms, compact offices.

Central heating. Passenger lift. Service lift. Hot water system.

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GROUND-RENT £100 PER ANNUM.

To be offered for SALE by AUCTION in the HANOVER SQUARE ESTATE ROOM, on THURSDAY, 25th JUNE, 1931, at 2.30 p.m. (unless previously sold privately).

Solicitor: HORACE DAVEY, Esq., 47, Parliament-street, Westminster, S.W.1.

Auctioneers: Messrs. KNIGHT, FRANK & RUTLEY, 20, Hanover-square, W.1.

NOTICE.

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"WHITE LODGE,"
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THE DETACHED DOUBLE-FRONTED
FREEHOLD RESIDENCE.

Containing eight bedrooms, two large reception rooms, good domestic offices.
Large garden. Detached garage with loft over.
Solicitor: James Young, Esq., 20, Elderton-road, Westcliff-on-Sea.

18, ASTBURY-ROAD,
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Let at £52 per annum.
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Garage. Central Heating.
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SEMI-DETACHED, FREEHOLD RESIDENCE
Containing five bedrooms, two reception rooms, bath.
VACANT POSSESSION.
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DETACHED, DOUBLE-FRONTED
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Containing 14 bedrooms, bathroom, three reception rooms.
Garage for three cars. Extensive grounds.
Suitable for Nursing Home or Hostel.
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